UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

JOHN McCOURT, et al.,

Plaintiffs,

v.

INTERSTATE BRANDS CORPORATION,

Defendant.

CIVIL ACTION NO.: 03-220 (RMB) [CONSOLIDATED]

EDWARD RUZICKA, et al., For and on behalf of themselves and others similarly situated,

Plaintiffs,

v.

INTERSTATE BRANDS CORPORATION, JOHN DOES (1-10 fictitious defendants), ABC Corp., XYZ Corp. (Fictitious defendants),

Defendants.

FINAL JUDGMENT AND ORDER APPROVING *AGREEMENT REGARDING SETTLEMENT OF ALL CLAIMS INCLUDING CLASS ACTION CLAIMS* AND DISMISSING CLASS ACTION WITH PREJUDICE

This matter having come before the Court for hearing pursuant to the Order of this Court dated October 27, 2009, for approval of the *Agreement Regarding Settlement of All Claims Including Class Action Claims* ("Settlement Agreement"), and due and adequate notice having been given to the Settlement Class as required in said Order, and the Court having considered all papers filed and proceedings had herein, including objections, if any, to the Settlement

Agreement, and otherwise being fully informed of the premises and good cause appearing therefore, it is

ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Settlement Class Members.

3. Distribution of the Notice directed to the Settlement Class Members as set forth in the Settlement Agreement and the other matters set forth therein have been completed in conformity with the *Preliminary Approval Order Authorizing Notice and Setting Hearing for Final Approval of Class Action Settlement* ("Preliminary Approval Order"), including individual notice to all Settlement Class Members who could be identified and located through reasonable effort via the best method practicable under the circumstances. This Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. No Settlement Class Members have objected to the Settlement Agreement and no Settlement Class Members opted out of the Settlement Agreement.

4. This Court hereby approves the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research and that counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds

that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the relief granted as part of the Settlement and recognizes its value to the Settlement Class. It appears to the Court therefore that the Settlement is fair, adequate, and reasonable as to all Settlement Class Members when balanced against the potential outcome of further litigation relating to liability and damages issues. The Court accordingly hereby approves the Settlement Agreement.

5. As of the Effective Date, each and every Released Claim of each and every Settlement Award Class Member is and shall be deemed to be conclusively released as against the Released Parties as described in the Settlement Agreement.

6. As of the Effective Date, each and every General Release of each and every Named Plaintiff is and shall be deemed to be conclusively released as against the Released Parties as described in the Settlement Agreement.

7. As set forth in the Settlement Agreement, nothing in the Agreement constitutes an admission by IBC or any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any wrongdoing by IBC or any of the other Released Parties. Neither this Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as an admission by or against IBC or any of the other Released Parties of any fault, wrongdoing or liability. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by IBC or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against IBC or any of the Released Parties in any court, administrative agency or other tribunal

for any purpose whatsoever other than to enforce the provisions of this Judgment, the Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other proceeding, the Judgment, Settlement Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

8. The Court hereby dismisses the Action on the merits and with prejudice and without costs or attorneys' fees to any of the Parties as against any other settling party, except as provided for in the Settlement Agreement. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith, except for the provisions of the Settlement Agreement.

9. The Court hereby awards Class Counsel attorneys' fees in the amount of $500,000.00 (Five Hundred Thousand Dollars)("Fees Award") as set forth in the Settlement Agreement. The Court also hereby awards Class Counsel its actual costs in the amount of $19,127.42 for Stein & Supsie and $5,345.41 for Novins, York, Pagano, Jacobus & Seems)(the "Costs Award") as set forth in the Settlement Agreement. Class Counsel shall not be entitled to any other award of attorneys' fees in any way connected with this Action.

10. The Fees Award and the Costs Award awarded by the Court shall be deducted from the Settlement Fund (which is a general, pre-petition, unsecured claim in IBC's bankruptcy proceeding) in compliance with the Settlement Agreement.

11. The Fees Award and Costs Award to Class Counsel shall constitute full satisfaction of the obligation to pay and/or allocate any amounts to any person, attorney or law firm for attorneys' fees, expenses and/or costs in the Action or associated with the settlement of

the Action, including but not limited to settlement administration expenses incurred by any attorney on behalf of Named Plaintiffs and/or the Settlement Class, and shall relieve IBC, the Settlement Fund, and counsel for IBC ("IBC's Counsel") of any other claims or liability to any other person, attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of any or all of the Named Plaintiffs and/or the Settlement Class. Likewise, Class Counsel is not responsible for any fees or expenses incurred by any Named Plaintiff, Class Member, attorney, or person.

12. If the Settlement does not become final and effective in accord with the terms of the Settlement Agreement, then this Judgment and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

DATED this 1st day of February, 2010.

HONORABLE RENEE MARIE BUMB
UNITED STATES DISTRICT JUDGE

SIGNATURES OF COUNSEL APPEAR ON THE FOLLOWING PAGE

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